



County of San Diego

Winston F. McColl
Director

DEPARTMENT OF PURCHASING AND CONTRACTING

5555 OVERLAND AVENUE, BUILDING 11, SAN DIEGO, CA 92123-1294
(858) 694-2920 FAX: (858) 495-5895

CENTRAL STORES
(858) 694-3063

CONTRACTING
(858) 694-3062

PROPERTY DISPOSAL
(858) 694-3064

PURCHASING
(858) 694-3052

March 4, 2003

REQUEST FOR PROPOSALS (RFP) 30142 First 5 Commission of San Diego Independent Data Evaluator

Proposition 10 was enacted by the voters of California in 1998. This legislation created the California Children and Families Act to fund early childhood development programs. The revenues for the program are generated by increases in the state excise taxes on tobacco products. The First 5 Commission of San Diego (the Commission) is responsible for implementing this program in San Diego County. The Commission is accountable to the community for effective use of Proposition 10 funds to achieve its' vision that every child in San Diego County will enter school physically, mentally, socially and developmentally ready to learn.

The Commission will contract with an independent data evaluator to develop and implement evaluation systems in full compliance with the principles and approaches outlined in the Commission's *Results 4 Kids: Numbers and Stories* evaluation plan. The evaluation contractor will also advise the Commission, staff and the Evaluation Leadership Team, provide technical assistance to grantees, conduct data analysis, assess program-level, Commission-level and community-level results, and report results in terms of both numbers and stories.

Special Requirement. *Current grantees of the First 5 Commission are NOT eligible for an award under this Request for Proposals (RFP). Moreover, the successful offeror under this RFP is NOT eligible for any grants or contracts from the Commission for the duration of this contract.*

PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on Thursday, March 20, 2003, 9:00 A.M. at the County Administrative Center, 1600 Pacific Highway, San Diego, CA 92101, Room 302/303

RFP CONTENT

This RFP package includes the following:

- Transmittal Letter to Release RFP
- Cover Page (PC600 Form) - Requests necessary Offeror information and includes the offeror's signed authorization for the proposal.
- Representations and Certifications Form - Requests additional offeror information related to 501(c) (3) status, affirmative action and pricing.
- RFP Terms and Conditions
- Submittal Requirements and Evaluation Criteria
- Attachment 1 Draft Pro Forma Contract
 - Exhibit A Statement of Work
 - Appendix A Evaluation Plan
 - Appendix B Results Based Accountability
 - Exhibit B Insurance Requirements
 - Exhibit C Budget
 - Exhibit D Conflict of Interest Declaration

PROPOSAL DUE DATE

Submit 1 **original plus five** copies of your proposal to the County of San Diego Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package clearly marked on the exterior with "RFP 30142" and the name and address of the offeror prior to 3:00 PM, Local Time on Friday April 18, 2003. Parking is limited, so be sure to deliver your proposals early.

Late submissions cannot be considered unless they are the only one received or there was mishandling on the part of the County of San Diego purchasing staff.

AWARD

This RFP will be a competitively negotiated procurement. The Commission may decide to award contracts without negotiation; therefore, offerors are strongly encouraged to submit their **best** proposal initially. The Commission reserves the right to award contracts to the offeror submitting the proposal determined to be most advantageous and in the Commission's best interest, price and other factors considered.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP must be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an Addendum to the RFP to be posted to the web site for this RFP prior to the due date for receipt of the proposals. Therefore, questions received after **3:00 P.M. on Monday, March 24, 2003** will not be answered.

Questions must be submitted in writing, by email (preferred), fax, or mail to:

County of San Diego
Department of Purchasing and Contracting
Ray Chalupsky, Senior Procurement Contracting Officer
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123
Email: Ray.Chalupsky@sdcounty.ca.gov
(858) 694-2945 Fax No: (858) 694-3581

If you have questions or comments, please contact Ray Chalupsky, Senior Procurement Contracting Officer, at (858) 694-2945 or by email at Ray.Chalupsky@sdcounty.ca.gov.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: RC: nrs

Enclosure

REQUEST FOR PROPOSALS (RFP) NO. 30142

First 5 Commission of San Diego

Independent Data Evaluator

Cover Page (Form 600)

THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:

County of San Diego Department of Purchasing and Contracting

5555 Overland Avenue, Building 11, Mail Stop O32

San Diego, CA 92123

Proposals shall be received at the above address prior to **3:00 PM LOCAL TIME, Monday April 18, 2003.**

REQUEST FOR PROPOSALS (RFP)

Proposition 10 was enacted by the voters of California in 1998. This legislation created the California Children and Families Act to fund early childhood development programs. The revenues for the program are generated by increases in the state excise taxes on tobacco products. The First 5 Commission of San Diego (the Commission) is responsible for implementing this program in San Diego County. The Commission is accountable to the community for effective use of Proposition 10 funds to achieve its vision that every child in San Diego County will enter school physically, mentally, socially and developmentally ready to learn. The Commission will contract with an independent data evaluator to develop and implement evaluation systems in full compliance with the principles and approaches outlined in the Commission's *Results 4 Kids: Numbers and Stories* evaluation plan. The evaluation contractor will also advise the Commission, staff and the Evaluation Leadership Team, provide technical assistance to grantees, conduct data analysis, assess program-level, Commission-level and community-level results, and report results in terms of both numbers and stories.

The estimated amount for this contract is between \$300,000 and \$450,000. Compensation will be negotiated prior to award.

Special Requirement. *Current grantees of the First 5 Commission are NOT eligible for an award under this Request for Proposals (RFP). Moreover, the successful offeror under this RFP is NOT eligible for any grants or contracts from the Commission for the duration of this contract.*

CONTRACT PERIOD

The contract period will be August 1, 2003 through July 31, 2004. The First Five Commission reserves the right to exercise options for 2 additional term(s) of up to one year each for a potential total contract term of 3 years.

PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on Thursday, March 20, 2003, 9:00 A.M. at the County Administrative Center, 1600 Pacific Highway, San Diego, CA 92101, Room 302/303

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt of RFP 30041 and Addenda Number [] through [].

OFFEROR INFORMATION

(print legibly)

Firm Name:

Street:

City/State/Zip:

Phone No: ()

Fax No: ()

E-Mail Address:

Contact Person: Name:
(If other than above - print legibly)

Title:

E-Mail Address:

AUTHORIZATION FOR OFFER

(must be signed):

By: _____
Signature Offer Date

Name:
(print legibly)

Title:

Phone No: ()

FAX: ()

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) NO. 30142

First 5 Commission of San Diego

Independent Data Evaluator

Representations and Certifications

The following representations and certifications are to be completed, signed and returned with proposal.

1 NOT-FOR-PROFIT ORGANIZATIONS attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION

2.1 DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

“Disabled Veterans Business Enterprise” means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in I am currently certified by (Government Agency)

Certification #:

3 CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

(Bidder) (Offeror) hereby certifies to the best of its knowledge that it or any of its officers:

3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

3.2 Have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

3.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 3.2 of this certification; and

3.4 Have not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4 CERTIFICATE OF CURRENT COST OR PRICING

“This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of (date)_____.”

5 CERTIFICATE OF INDEPENDENT PRICING

5.1 By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

5.2 The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements: and

5.3 Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

5.4 No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6.0 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

(Individuals) Social Security #

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME (print legibly)

TITLE

SIGNATURE

DATE: _____

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) NO. 30142
First 5 Commission of San Diego
Independent Data Evaluator
RFP Submittal Terms and Conditions

1. RFP PROCESS

- 1.1 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions, which must be submitted in writing. **No questions will be responded to after Monday March 24, 2003.**
- 1.2 Proposals must be submitted by Offerors by **3:00 P.M. Local Time on Friday April 18, 2003.** Late submissions **cannot** be reviewed unless it is the only one received or there was mishandling on the part of the County staff.
- 1.3 Proposals will be evaluated by a Source Selection Committee (SSC) to be appointed by the First 5 Commission of San Diego (the Source Selection Authority).
- 1.4 Successful offerors will be notified by the County of San Diego Procurement Contracting Officer after the SSC recommends and the SSA approves the SSC report.
- 1.5 The County Procurement Contracting Officer will post a Notice of Intent to Award for five workdays after receipt of the approved SSC report.
- 1.6 The Office of Purchasing and Contracting will notify all offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.
- 1.7 Below is the County's **anticipated** timeline for award of this contract:

Event Description	Target Date(s)
RFP Issued	March 4, 2003
Pre-Proposal Conference	March 20, 2003
Questions due (by 3:00 p.m.)	March 24, 2003
County issues answers to vendor's questions	March 28, 2003
Proposals due	April 18, 2003
Source Selection Committee evaluates RFP's	April-May 2003
Issue notice of intent	May-June 2003
Award Contract	June-July 2003

2. SUBMISSION OF PROPOSAL

Special Requirement. *Current grantees of the First 5 Commission are NOT eligible for an award under this Request for Proposals (RFP). Moreover, the successful offeror under this RFP is NOT eligible for any grants or contracts from the Commission for the duration of this contract.*

- 2.1 It is understood and agreed upon by the offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the SSC evaluation concerns about competing Proposals.
- 2.3 Submit an **original plus five** copies of each Proposal, which responds to the information requested in the Submittal Requirements. Mark as "original" and "copy", as appropriate.

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Independent Data Evaluator

RFP Submittal Terms and Conditions

Proposals shall be limited to no more than 30 (excluding attachments) single spaced 8 1/2" x 11" pages with no less than 1/2" margins and a minimum font size of 11, plus any required forms, tables and résumés. The page limit excludes all mandatory submittal requirements in which shall be attached as appendices. Samples, literature and other materials may also be submitted as appendices. Offerors are cautioned that evaluations may be made on the basis of the Initial Proposals alone and that the County is under no obligation to consider these added materials. Therefore it is a good practice in the narrative to describe the purpose of any information in the separately bound volumes. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is **securely fastened**, and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies. Each proposal shall have sufficient level of detail to enable the Source Selection Committee (SSC) to complete a thorough evaluation of the proposal's compliance with RFP requirements. The proposal should be specific, detailed, and complete and clearly and fully demonstrate that the Offeror has a thorough understanding of requirements and the knowledge necessary to meet the requirements. Although all the elements of the proposal cannot be detailed in advance, the proposal shall be sufficiently specific to show **HOW** the Offeror will comply with applicable requirements. Statements to the effect that the Offeror understands the specifications and can or will comply with these specifications, and statements paraphrasing (or parroting) the specifications or parts thereof are inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of Offeror's ability to perform the required work. Any previously submitted data will not be Offeror's explanation of how the Offeror will accomplish the required work and how Offeror's previous experience related to the requirements of this RFP. **Budgets shall be submitted in accordance with Exhibit C of Attachment 1 hereto (Pro Forma Contract).**

- 2.4 Proposals shall be received **no later than 3:00 P.M. Local Time on Friday, April 18, 2003, at the front desk of Purchasing and Contracting, 5555 Overland Ave, Building 11, San Diego, CA 92123.**
- 2.5 The Proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable information requested in the Submittal Requirements.
 - 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
 - 2.5.3 A table of contents listing, by page number and all other contents of the Proposal, shall be submitted after the Representations and Certifications form.
 - 2.5.4 Each Proposal shall be typed and be concise but comprehensive and shall be in accordance with the requirements discussed herein. Proposals need not include promotional material. (but see 2.2 above)

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Independent Data Evaluator

RFP Submittal Terms and Conditions

2.5.5 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.

2.6 Submit **separately bound proposals** in a separate sealed envelope/package.

2.6.1 All prices and notations must be made in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but must be initialed by the person signing the proposal.

2.6.2 The proposal shall be valid for a period of 90 days from the proposal due date.

3. EVALUATION AND SELECTION

Special Requirement. Current grantees of the First 5 Commission are NOT eligible for an award under this Request for Proposals (RFP). Moreover, the successful offeror under this RFP is NOT eligible for any grants or contracts from the Commission for the duration of this contract.

3.1 Proposals will be evaluated based upon the information provided in Evaluation Factors attached herein to the RFP submittal requirements and other information known to the First 5 Commission.

3.2 The First 5 Commission reserves the right to request clarification and/or request additional information from offerors if necessary. Such clarifications and/or additional information shall be submitted by the offerors as an Addendum to the Proposal upon request of the Procurement Contracting Officer. However, since no additional input may be required, offerors are advised to submit complete information in the Proposal.

3.3 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by the First 5 Commission of San Diego.

3.4 Responses to the requested information in the Submittal Requirements will be the key components of evaluation. All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

3.5 The SSC may also ask for clarifications and additional information. The First 5 Commission reserves the right to interview any or all of the finalists.

3.6 The SSC will prepare a report to the SSA on their findings and make award recommendations.

4. SIGNATURE

All Proposals shall be signed by an authorized officer or employee of the submitting organization who has actual authority to contractually bind the organization. The title of the authorized officer or employee, the name, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.

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Independent Data Evaluator
RFP Submittal Terms and Conditions

5. PROPRIETARY INFORMATION

All proposals become the property of the First 5 Commission unless return is specifically requested as specified in Paragraph 8. The First 5 Commission is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a Public Records Acts request, you must agree in writing to defend and indemnify the First 5 Commission if litigation results.

6. UNNECESSARILY ELABORATE INFORMATION

Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

7. COUNTY COMMITMENT

- 7.1 This RFP does not commit the First 5 Commission to award, nor does it commit the First 5 Commission to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 7.2 The First 5 Commission reserves the right to terminate this RFP at any time prior to contract execution.
- 7.3 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the First 5 Commission shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

8. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 8.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
 - 8.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
 - 8.1.2 It is the only Proposal received.
- 8.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- 8.3 Proposals may be withdrawn by written notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior to contract award.

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RFP Submittal Terms and Conditions

9. NON-CONFORMING SUBMISSIONS

Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.

10. KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS

Before submitting a Proposal, offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

11. DUTY TO INQUIRE

Should an offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the Procurement Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be posted to the web site by **March 28, 2003**. The County will not be responsible for any oral instructions nor for any written materials provided by any person other than the Procurement Contracting Officer or his/her designee.

12. EXPLANATION TO OFFERORS

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation must be requested in writing and with sufficient time allowed for the reply to reach offerors before the submission of their Proposal. Oral explanations or instructions will not be binding. Any information provided to any prospective offeror concerning a solicitation will be furnished to all prospective offerors in an addendum to this solicitation. **Questions received after March 24, 2003 will not be answered.**

13. PROTEST PROCEDURE

First 5 Commission policy requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place. Protests must be submitted to the Director of Purchasing and Contracting within five (5) days of posting of notice of contract award in accordance with Board of Supervisor's Policy A-97 titled "Protest Procedure for Award of Contracts." Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at www.sdcounty.ca.gov under the Clerk of the Board's page.

14. DEBRIEF AND REVIEW OF CONTRACT FILES

When an offeror has been notified by the Contracting Officer that the proposal is no longer being considered for award, the offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).

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After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.

(Remainder of this page blank)

REQUEST FOR PROPOSALS (RFP) NO. 30142
First 5 Commission of San Diego
Independent Data Evaluator
Submittal Requirements and Evaluation Criteria

Special Requirement. *Current grantees of the Commission are NOT eligible for an award under this Request for Proposals (RFP). Moreover, the successful offeror under this RFP is NOT eligible for any grants or contracts from the Commission for the duration of this contract.*

It is understood and agreed upon by the offeror in submitting a Proposal that the First 5 Commission has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received, competitive technical information, competitive price information, and the First 5 Commission evaluation concerns about competing proposals.

Proposals shall be received no later than **3:00 p.m. Pacific Standard Time, Friday, April 18, 2003**, at the front desk of Purchasing and Contracting, 5555 Overland Avenue, Building 11, San Diego, CA 92123.

Submit an **original and five (5) copies** of each proposal. Mark as original and copy, as appropriate. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened, and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the proposer on the outside of the package/container. Note: There does not need to be a separate envelope or package for each copy. **The Proposal shall be limited to thirty (30) pages**, double-spaced, on 8½" by 11" white bond paper with a minimum of 11 font with one-half inch margins. Attachments are not included in the 30-page limit. The Commission will disregard all pages after page 30 in the evaluation process. The PC 600, Representations and Certifications and the Table of Contents are NOT included in the 30-page limit. All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement.

Proposals will be evaluated based upon the information provided in response to the RFP "Submittal Requirements" and other information known to the Commission. In general, proposals will be evaluated (in descending order) on (1) the experience and qualifications of the Offeror, organization management and staffing, (2) the Offeror's thorough program design and expected success in providing and meeting the project activities and results outlined in the Statement of Work (SOW), and, (3) Offeror's budget and fiscal management. Responses to the requested information below will be the key components of evaluation. The requested information in the Evaluation Criteria is listed in **descending order of importance** by paragraph, not subparagraphs, and will be weighted in the evaluation accordingly. Information should be presented in accordance with the format below, beginning with "**Experience, Organization and Management,**" using the same titles and numbering. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

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Independent Data Evaluator
Submittal Requirements and Evaluation Criteria

- A. Experience, Organization and Management. Evaluation will include the organization and staffing experience, quality and responsive needs of the proposed program organization, staffing and the management, including but not limited to:
1. *Organization Management and Structure.* Organization's leadership and management structure is appropriate, adequate and provides for necessary support in carrying out the organization's planning and implementation of projects, monitoring and control. Provide an organizational chart that describes Offeror's overall organization and illustrates the relationship of the proposed program with other organizational division, programs, and/or sections.
 2. *Experience.* Experience of the organization is directly applicable and adequate to perform the work stated in Exhibit C.
 - Describe relevant evaluation projects conducted in the past seven years, including project purpose, scope, results, stakeholders involved, methods of analysis and methods of reporting. Include: the dates of the project; funding source and dollar amount for the project; and name, address and telephone number of a contract monitor (from the funding organization) for the project.
 - List all County, State and/or other Government contracts Offeror has had in the last four years. If Offeror has an extensive list of contracts, then list no more than twenty contracts, beginning with the most recent, and ending with the oldest of those selected. If Offeror has not had any Governmental contracts, list any relevant contracts for the same or similar types of services in size and scope. Information should include type of contracted services, length of contract, and major points of service and number of clients served.
 - Describe breadth of knowledge and experience with:
 - Research and evaluation related to the health and well-being of young children and their families
 - Leading evaluation planning efforts involving advisory committees, multiple agencies and community members
 - Development of program evaluation methods and measures
 - Implementation of computerized data systems
 - Survey research
 - Interviews and focus groups
 - Qualitative research
 - Identification and use of community level indicators
 - Results-based accountability
 - Provision of technical assistance related to evaluation
 3. *References.* Provide three business references for the Offeror's most relevant projects or programs, especially programs such as the one proposed, which can

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Submittal Requirements and Evaluation Criteria

confirm the Offeror's applicable and recent experience within the last four years in the required, or equivalent, services. Commission staff will verify the information provided. Each reference shall be summarized in no more than one page (may be single spaced) and shall include the following:

- Reference organization's name and purpose;
- Reference organization's address;
- Reference organization's phone number and fax number;
- Contact person's name, title, phone number and fax number representing the reference organization (the reference contact persons must be familiar with the Offeror, Offeror's experience and performance, and its relationship with the referenced person);
- Brief statement of the person or organization's relationship to the Offeror and the period of the relationship; and, a summary narrative of the applicable work provided.

B. Project Activities and Results. Quality and responsiveness of the proposed services and results of services, including but not limited to:

1. *Program design and activities.* Specific activities provided support the development/implementation of a comprehensive system. Proposed services are responsive to the Statement of Work in ATTACHMENT 1, Exhibit A of this RFP.
2. *Staffing and Staff Qualifications.* Amount of staff, staff qualifications, and location of staff that will be supervising, supporting and providing the services, including any sub-contracts. Attach a curriculum vitae for all staff and consultants assigned to this project.

C. Project Budget and Fiscal Management. The budget and rate sheet is supported by realistic activities and outcomes.

1. The budget was presented in the prescribed format. (See budget format and instructions below.)
2. The project budget is complete and clear.
3. In the budget narrative, each item in the budget is supported by the activities to be performed and all budget items are fair and reasonable.
4. The budget is reasonable in relation to proposed services.
5. The listing of billing rates (not included as a part of this proposal bid) is realistic and competitive

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Submittal Requirements and Evaluation Criteria

6. Fiscal Management is clearly outlined to demonstrate that program costs will be adequately monitored and met throughout the term of the project.
7. Provide documentation that Offeror's firm has a minimum of three (3) month cash reserves or credit. Documentation must be current within the last twelve months.

Budget Instructions:

Personnel. Specify total staff to be included in the project/program, and the total dollar amount of the fringe benefits.

Services and Supplies. Itemize line items that are appropriate to support the work of the contract. Items **such as** rent, office supplies, mileage, utilities, printing or copying or other applicable items should be included. Sub-contractors/consultants are to be listed in this section.

Overhead Costs. The allowable overhead rate is up to 15 percent of personnel and benefits only. Federally approved indirect cost rates will not be considered for this contract.

Purchase of Equipment. If equipment is purchased, title will vest with the contractor.

Mileage Reimbursement. The reimbursement rate for mileage is 36.5 cents per mile.

Detail of the Project Budget. It is crucial that the itemized project budget include enough detail so that it is understood how each line item cost supports the work of the contract.

Budget Narrative. Provide a brief narrative explanation of how all budget figures and line items were derived, a simple justification of expenses, and how the budget relates back to the contract. For example: an explanation of who the subcontractor is, dollar amount for that subcontractor, and why the subcontractor is being used. The budget narrative should also include enough detail to understand how each cost supports the work of the project.

Technical Assistance Rate Sheet. Submit a listing of billing rates (not included as a part of this proposal bid or budget) depicting the costs of providing technical assistance services to Commission grantees, as described in the SOW, ATTACHMENT 1, Exhibit A of this RFP.

(Remainder of this page left blank)

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First 5 Commission of San Diego
Independent Data Evaluator
Submittal Requirements and Evaluation Criteria

Budget Format:

LINE ITEM	DOLLAR AMOUNT
1. Personnel	
a. Total full-time personnel	
b. Total part-time personnel	
Fringe Benefits	
Sub-total: Personnel	
2. Services/Supplies	
a. Rent	
b. Office Supplies	
c. Utilities	
d. Printing/Copying	
e. Mileage	
f. Insurance	
g. Equipment	
h. Sub consultants	
Sub-total: Services/Supplies	
3. Overhead	
TOTAL BUDGET	

(Remainder of this page left blank)

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This Contract ("Contract") is made and entered into this _____ day of _____, 2003 ("Effective Date") by and between the First 5 Commission of San Diego ("Commission") and Consultant [*full corporate title, describe company, located at (complete address)*] ("Consultant"), with reference to the following facts:

RECITALS

- A. The Commission, by action on January 27, 2003 (item number 12) authorized its Executive Director to award a contract for independent data evaluation
- B. Consultant is specially trained and possesses certain skills, experience, education and competency to perform these services.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in good and workmanlike manner and in accordance with the highest professional standards, at his/her own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Commission, necessary or proper to perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant's Representative. Consultant's duties under this Contract shall be performed by Consultant. Consultant represents and warrants that Consultant has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Contract. Commission reserves the right to terminate this Contract pursuant to Clause 7.1, below, "Termination for Default," if, in Commission's judgment, the work hereunder is not being performed by Consultant.
- 1.3 Consultant as Independent Consultant. Consultant is, for all purposes of this Contract, an independent Consultant, and neither Consultant nor Consultant's employees or subConsultants shall be deemed to be employees of the Commission. Consultant shall perform his/her obligations under this Contract according to Consultant's own means and methods of work which shall be in the exclusive charge and under the control of Consultant, and which shall not be subject to control or supervision by Commission except as to the results of the work. Neither Consultant nor Consultant's employees or subConsultants shall be entitled to any benefits to which Commission employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

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1.4 Consultant's Agents and Employees or SubConsultants. Consultant shall obtain, at Consultant's expense, all agents, employees and subConsultants required for Consultant to perform his/her duties under this Contract, and all such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or subConsultant shall be at Consultant's sole cost and expense, and Commission shall have no obligation to pay Consultant's agents, employees or subConsultants; to support any such person's or entity's claim against the Consultant; or to defend Consultant against any such claim.

ARTICLE 2

SCOPE OF WORK

2.1 Statement of Work. Consultant shall perform the work described in the "Statement of Work" attached as Section "A" to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by Commission.

2.2 Right To Acquire Equipment and Services. Nothing in this Contract shall prohibit the Commission from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the Commission to be in its best interest.

ARTICLE 3

TERM OF CONTRACT: COMMISSION'S OPTIONS TO EXTEND THE TERM

3.1 Consultant shall satisfactorily complete all tasks required by this Contract during the period commencing upon the Effective Date, which is defined as the date that this Contract is executed on behalf of the Commission, and ending July 30, 2004 ("Initial Term"). This Contract may be extended at the sole option of the Commission in one-year increments for a total of two option years beyond the expiration of the Initial Term at contract pricing in effect for the Initial Term [*or at prices included in the bid or proposal for the services, or at the Initial Term prices with an escalation or adjustment factor identified*].

3.2 Such options to extend the term shall be exercised by delivery to Consultant of written notice thereof ten (10) days prior to expiration of the then current term.

ARTICLE 4

COMPENSATION

4.1 Contractor shall be paid on a cost reimbursement basis for actual costs incurred by Contractor for services described in the Statement of Work.

4.2 Billing Guidelines. Not all of the services provided or expenses incurred by Consultant under this Agreement are compensable or reimbursable. Those services and expenses that are or are not compensable or reimbursable are identified in the Billing Guidelines attached hereto as Exhibit "B." Commission shall pay Consultant for compensable services in installments based on Consultant's monthly progress reports and submittal of monthly

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invoices for work accomplished to date which identifies the Task on which the work was performed; provided, however, that compensation shall only be paid upon submittal of invoices in the form and containing the information required by the Billing Guidelines. These guidelines also apply to the listing of billing rates (separate and in addition to the budget) depicting the costs of providing technical assistance services to Commission grantees.

- 4.3 Maximum Compensation. Consultant shall provide services under this Agreement until such time as fees and disbursements are _____ dollars (\$_____) ("Total Compensation"). Consultant shall not perform any work which will cause the total amount billed to exceed the Total Compensation unless and until a revised Project Budget setting forth a new Total Compensation is approved by Commission's Contract Representative.

The following are the other basic provisions of this clause, which will be added to the description of the compensation, as appropriate:

- 4.4 Invoicing Guidelines. The Commission does not make payments prior to receipt of services (advance payments). The Commission will accept invoices for progress payments and, if approved, will reimburse the Consultant up to 90% of the value of services received. Invoices are subject to the following requirements:

- 4.4.1 Commission will pay Contractor monthly after receipt of Contractor's invoice. Original invoices shall be submitted to:

**Executive Director or Designee
First 5 Commission of San Diego
1495 Pacific Highway, Suite 202
San Diego, CA 92101**

- 4.4.2 Invoices shall specify items and deliverables for all services described in the Statement of Work.

They shall further list the expenses incurred, with back up documentation for such expenses incurred, provided that total compensation to Contractor does not exceed the agreed upon fee. The format of the invoice shall be approved by the Commission.

- 4.4.3 Payment shall be Net 30 Days from receipt and approval of invoice.

- 4.5 Any optional restrictions on payment (such as an escrow account) to hold funds safely until expended.

- 4.6 Availability of Funding. The Commission's obligation for payment of any contract beyond the current fiscal year is contingent upon the availability of funding from which payments can be made. No legal liability on the part of the Commission shall arise for payment beyond

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_____ 2004 of the calendar year unless funds are designated by the Commission and are made available for such performance.

- 4.7 Disallowance. In the event the Consultant receives payment for services under this Contract which are later disallowed by the Commission, Consultant shall promptly refund the disallowed amount to Commission on request, or at its option, Commission may offset the amount disallowed from any payment due or to become due to Consultant under any contract with the Commission.
- 4.8 Maximum Price. During the performance period of this Contract, the maximum price for the items and/or services shall not exceed the lowest price at which Consultant then offers the items and/or services to its most favored customer.

ARTICLE 5

CONTRACT ADMINISTRATION

- 5.1 Commission's Contract Administrator. The Commission's Executive Director is designated as the contracting officer ("Contracting Officer") and is the only Commission official authorized to make any Changes to this Contract.

Executive Director or Designee

First 5 Commission of San Diego

1495 Pacific Highway, Suite 202

San Diego, CA 92101

Phone: (619) 230-6460 FAX: (619) 230-6466

The Contracting Officer will chair Consultant progress meetings and will coordinate Commission's contract administrative functions. The Contracting Officer is designated to receive and approve Consultant invoices for payment, audit and inspect records, inspect Consultant services, and provide other technical guidance as required.

- 5.2 Contract Progress Meeting. The Contracting Officer and other Commission personnel, as appropriate, will meet periodically with the Consultant to review the contract performance. At these meetings the Contracting Officer will apprise the Consultant of how the Commission views the Consultant's performance, and the Consultant will apprise the Commission of problems, if any, being experienced. The Consultant shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Consultant considers being over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the Contracting Officer and the Consultant. Should the Consultant not concur with the minutes, the Consultant shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

CHANGES

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- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Contract, in the definition of services to be performed, and the time (*i.e.* hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by an such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly
- 6.2 Claims. Consultant must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Consultant of the notification of Change; provided, however, that the Contracting Officer, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Consultant's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes" (Article 14). However, nothing in this clause shall excuse the Consultant from proceeding with this Contract as changed.

ARTICLE 7

TERMINATION

- 7.1 Termination For Default. Upon Consultant's breach of this Contract, Commission shall have the right to terminate this Contract, in whole or part. Prior to termination for default, Commission will send Consultant written notice specifying the cause. The notice will give Consultant 10 days from the date the notice is issued to cure the default or make progress satisfactory to Commission in curing the default, unless a different time is given in the notice. If Commission determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, Commission may terminate this Contract immediately upon issuing oral or written notice to the Consultant without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Consultant under this Contract shall become the sole and exclusive property of Commission. In the event of such termination, the Commission may purchase or obtain the supplies or services elsewhere, and Consultant shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the Commission. The prevailing market price shall be considered the fair repurchase price.
- 7.1.1 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under this provisions of this clause, the rights and obligations of the parties shall, if this Contract contains a clause providing for termination for convenience of the Commission, be the same as if the notice of termination had been issued pursuant to such clause.

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7.2 Termination For Convenience. The Commission may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The Commission shall pay the Consultant as full compensation for performance until such termination:

7.2.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Consultant as approved by the Commission, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the Commission be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.3 Remedies Not Exclusive. The rights and remedies of Commission provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Consultant shall at all times perform his/her obligations hereunder in compliance with all applicable federal, State, County and Commission laws and regulations.

8.2 Consultant Permits and License. Consultant shall obtain and maintain, at no cost to the Commission, all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The Commission reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Consultant shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Consultant discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all Commission-employed Consultants and Consultant employees shall assist in meeting this requirement.

8.4.1 As a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant employees, while performing service for the Commission, on Commission property, or while using Commission equipment:

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8.4.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.4.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.4.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Consultant or Consultant employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.4.2 Consultant shall inform all employees who are performing service for the Commission on Commission property or using Commission equipment of the Commission objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Commission.

8.4.3 The Commission may terminate for default or breach this Contract, and any other Contract the Consultant has with the Commission, if the Consultant, or Consultant employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.5 Cartwright Act. Following receipt of final payment under the Contract, Consultant assigns to the Commission all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1) (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Consultant for sale to the Commission under this Contract.

ARTICLE 9

CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

9.1 Conflicts of Interest. Consultant presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant shall not employ any person having any such interest in the performance of this Contract.

9.2 Conduct of Consultant; Privileged Information.

9.2.1 Consultant shall inform the Commission of all the Consultant's interests, if any, which are or which the Consultant believes to be incompatible with any interests of the Commission.

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9.2.2 The Consultant shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the work under this Contract.

9.2.3 Consultant shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his/her employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Consultants or subConsultants in advance of official announcement.

9.2.4 The Consultant shall not offer directly or indirectly gifts, gratuity, favors, entertainment or employees thereof.

9.3 Prohibited Contracts. As required by Section 67 of the San Diego County Administrative Code, Consultant certifies that it is not in violation of the provisions of Section 67, and that Consultant is not, and will not subcontract with, any of the following:

9.3.1 Persons employed by Commission or of public agencies for which the Board of Supervisors is the governing body.

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders.

9.3.3 Persons who, within the immediately preceding twelve (12) months, came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications.

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section C, above, serve as officers, principals, partners, or major shareholders.

9.4 California Political Reform Act and Government Code Section 1090 et seq. Consultant acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq. provides that consultants hired by a public agency such as the Commission may be deemed to be a "public official," subject to the Act, if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. Within thirty (30) days of undertaking any work hereunder, therefore, Consultant, and any "subConsultants," as defined in Section 1.2.2, above, retained by Consultant hereunder, shall either (i) read and sign the "Conflict of Interest Declaration" attached hereto as Exhibit "C," or (ii) disqualify themselves from undertaking any work hereunder. In addition, Consultant is aware of, and shall abide

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by, the conflict of interest restrictions imposed upon public officials by Government Code section 1090 et seq.

ARTICLE 10

INDEMNITY AND INSURANCE

10.1 Indemnity. Commission shall not be liable for, and Consultant shall defend and indemnify Commission and the employees and agents of Commission (collectively "Commission Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its Consultants, licensees, agents, servants or employees, as well as Claims caused by the concurrent negligent act, error or omission of Commission Parties. However, Consultant shall have no obligation to defend or indemnify Commission Parties against Claims caused by the active negligence, sole negligence or willful misconduct of Commission Parties.

10.2 Insurance. Prior to execution of this Contract, Consultant must obtain at his/her own cost and expense, and keep in force and effect during the term of this Contract, including all extensions, the insurance specified in Section "D," "Insurance Requirements," attached hereto.

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

The Commission shall have the audit and inspection rights described in this section.

11.1 Cost or Pricing Data. If the Consultant submitted cost or pricing data in connection with the pricing of this Contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his/her representatives who are employees of the Commission or its agent shall have the right to examine all books, records, documents and other data of the Consultant related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.2 Availability. The materials described above shall be made available at the office of the Consultant, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this Contract, or by section 11.2.1 and 11.2.2, below:

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11.2.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

11.2.2 Records which relate to appeals under the “Disputes” clause of this Contract, or litigation or the settlement of claims arising out of the performance of this Contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

11.3 Subcontracts. The Consultant shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the Commission’s prime contract.

ARTICLE 12

INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Contract, and workmanship in the performance of services) shall be subject to inspection and test by the Commission at all times during the term of this Contract. Consultant shall cooperate with any inspector assigned by the Commission to permit the inspector to determine whether Consultant’s performance conforms to the requirements of this Contract. Commission shall perform such inspection in a manner as not to unduly interfere with Consultant’s performance.

12.2 Specification and Requirements. If any services performed by Consultant do not conform to the specifications and requirements of this Contract, Commission may require Consultant to re-perform the services until they conform to said specifications and requirements, at no additional cost, and Commission may withhold payment for such services until Consultant correctly performs them. When the services to be performed are of such a nature that Consultant cannot correct its performance, the Commission shall have the right to (1) require the Consultant to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Contract, and (2) reduce the contract price to reflect the reduced value of the services received by Commission. In the event Consultant fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Contract, the Commission shall have the right to either (1) without terminating this Contract, have the services performed, by contract or otherwise, in conformance with the specifications of this Contract, and charge Consultant, and/or withhold from payments due to Consultant, any costs incurred by Commission that are directly related to the performance of such services, or (2) terminate this Contract for default.

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

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13.1 Findings Confidential. Any confidential reports, information, data, statistics, forms, procedure systems, studies or other communications or any form of knowledge given to or prepared or assembled by Consultant under this agreement shall be kept strictly confidential, shall be subject to all applicable privileges which may be held by Commission and/or its clients, and shall not be revealed or made available to any individual or organization without the prior written approval of the Office of County Counsel.

13.2 Publication, Reproduction or Use of Materials. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Contract, whether in printed or "electronic" format, shall be the sole and exclusive property of the Commission. No such materials or properties produced in whole or in part under this agreement shall be subject to private use, copyright or patent right without the express written consent of the Commission. Consultant shall submit reports to Commission in the form specified by Commission's Contract Officer, or as may be specified elsewhere in this Contract. Commission shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Consultant under this Agreement.

ARTICLE 14

FIDELITY BOND

Reserved

ARTICLE 15

DISPUTES

Notwithstanding any provision of this Contract to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Contract that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Consultant shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 16

GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission. Commission's consent shall not be unreasonably withheld. The Consultant shall make no contract with any party for furnishing

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any of the work or services herein contained without the prior written approval of the Contracting Officer.

- 16.2 Entire Agreement. This Contract, together with all Sections attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from Commission, are superseded.
- 16.3 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.
- 16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Contract and the intentions of the parties.
- 16.5 Governing Law. This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.6 Headings. The Article captions, Clause and Section headings used in this Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.7 Modification; Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract and that, in construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement: The making, execution and delivery of this Contract by the parties hereto have not been induced by representations, statements, warranties or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

Commission: Contracting Officer

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Consultant: *[Insert name, Title,
Address
Phone, Fax and Email]*

16.11 Severability. If any term, provision, covenant or condition of this Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term, provision, covenant or condition of this Contract shall be valid and enforceable to the fullest extent permitted by law.

16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.13 Time. Time is of the essence of each provision of this Contract.

16.14 Time Period Computation. All periods of time referred to in this Contract shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Contract, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

IN WITNESS WHEREOF, Commission and Consultant have executed this Contract effective as of the date first set forth above.

FIRST 5 COMMISSION OF SAN DIEGO OF SAN DIEGO

[CONSULTANT NAME]

By: _____

Acting Executive Director

Date: _____

By: _____

Name and Title

Date: _____

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Independent Data Evaluator

Attachment 1 Pro Forma Contract

EXHIBIT A

STATEMENT OF WORK

1. Background

Proposition 10 was enacted by the voters of California in 1998. This legislation created the California Children and Families Act to fund early childhood development programs. The revenues for the program are generated by increases in the state excise taxes on tobacco products. The First 5 Commission of San Diego (the Commission) is responsible for implementing this program in San Diego County. The Commission is accountable to the community for effective use of Proposition 10 funds to achieve its vision that every child in San Diego County will enter school physically, mentally, socially and developmentally ready to learn.

The Commission is required by law to account for its use of Proposition 10 funds. To make the best use of funds for the development of children from birth to age five, the Commission has adopted a results-based approach to guide its planning and evaluation. The Commission's evaluation plan, *Results 4 Kids: Numbers and Stories*, recognizes that measuring and clearly describing results requires both "numbers" and "stories." Numbers report what can be counted: how many families are better off, or what percent improvement is shown in target areas such as health, child care or literacy. The stories give the rest of the picture: the reasons why programs work, impacts on the lives of children and families, changes in the community, and new ways of doing government business. As with all of its activities, the Commission is committed to including the community in choosing results and evaluating the effectiveness of programs.

The Commission's Strategic Plan for January 2001 to June 2003 and Implementation Plan for July 2001 - June 2002 (extended by the Commission through June 2003) set a high priority on the implementation of evaluation systems and processes for funded programs and the work of the Commission, and for coordination with State Commission and other evaluation efforts. In addition to measuring results, the evaluation efforts will be used to promote an on-going culture of learning, provide information to support advocacy and planning, educate the community about the status of children, and empower community decision-making. An Evaluation Leadership Team, made up of members of the Commission, the Technical and Professional Advisory Committee, community experts and other community representatives, has been formed to guide evaluation efforts, oversee coordination with other evaluation efforts, ensure community inclusion, and recommend improvements based on evaluation results.

It is mandatory for the Commission to be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The HIPAA Privacy Rule governs the use and disclosure of individually identifiable health information and it applies to all health care providers who transmit certain health claim information electronically. The independent data evaluator awarded this contract must take into consideration and adhere to the Act when compiling grantee data.

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The Commission will contract with an independent data evaluator to develop and implement evaluation systems in full compliance with the principles and approaches outlined in the Commission's *Results 4 Kids: Numbers and Stories* evaluation plan. The evaluation contractor will also advise the Commission, staff and the Evaluation Leadership Team, provide technical assistance to grantees, conduct data analysis, assess program-level, Commission-level and community-level results, and report results in terms of both numbers and stories.

2. Scope of Work

- 2.1 Coordinate with the Commission, Commission staff and the Evaluation Leadership Team for all aspects of evaluation planning, criteria, measures, analysis, and reporting.
- 2.2 Provide a one-year evaluation workplan and timeline, incorporating Leadership Team and staff input, no later than 30 calendar days after contract award.
- 2.3 In consultation with Commission staff and the Evaluation Leadership Team, develop and implement a written plan for evaluation that:
 - 2.3.1 Implements the *Results 4 Kids: Numbers and Stories* (a frame-work for the Commission) evaluation plan (see Attachment 1)
 - 2.3.2 Incorporates results-based accountability with the principles and inclusive approach of the evaluation plan
 - 2.3.3 Establishes methods for choosing and refining desired results, strategies and indicators, including those already proposed in Commission plans
 - 2.3.4 Supports short-term and long-term strategic planning processes
 - 2.3.5 Measures progress and results at the program, Commission and community levels
 - 2.3.6 Measures progress towards results using data that are meaningful, easy to understand by all of our communities, and suitable for scholarly analysis
 - 2.3.7 Demonstrates the effectiveness of programs and services
 - 2.3.8 Identifies best and promising practices
 - 2.3.9 Measures success with community capacity building and community engagement
 - 2.3.10 Establishes methods by which grantees can share evaluation strategies, tools and best practices
 - 2.3.11 Identifies evaluation technical assistance needs of grantees and how they will be addressed
 - 2.3.12 Meets State Commission data requirements
 - 2.3.13 Measures overall Commission success, including:
 - 2.3.13.1 Adherence to its values, mission, and operating principles; leadership in coordinating, integrating and maximizing existing resources
 - 2.3.13.2 Advocacy for legislation or policy for children and families
 - 2.3.13.3 Diversity and inclusiveness of the Commission, TPAC, Leadership Teams and staff
 - 2.3.13.4 Collaboration with other governmental and non-governmental groups.

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- 2.4 Through a variety of methods, involve community members in evaluation activities such as:
 - 2.4.1 Choosing meaningful priority results, indicators and program performance measures
 - 2.4.2 Designing evaluation methods
 - 2.4.3 Gathering or contributing data, both numbers and stories
 - 2.4.4 Participating on committees for special tasks
 - 2.4.5 Providing input into the interpretation and dissemination of results.
- 2.5 Develop a structure for aligning outcomes and evaluation processes at program, County and State levels.
 - 2.5.1 Identify a menu of outcomes and data elements that can be reported by funded programs.
 - 2.5.2 Identify a core set of 'sentinel' indicators that could be used to communicate results to policy makers and the public.
 - 2.5.3 Develop a format for aligning grantee workplans to key goals, outcomes, indicators and objectives, and coordinate with grantees' evaluation efforts.
 - 2.5.4 Coordinate evaluation and data-gathering efforts with other governmental and non-governmental organizations.
- 2.6 Consult with Commission staff on evaluation, including:
 - 2.6.1 Incorporating results-based accountability into all activities (see Attachment 2)
 - 2.6.2 Refining grant-making, reporting, and monitoring practices.
- 2.7 Submit a listing of billing rates depicting the costs of providing technical assistance services to Commission grantees. Examples of billable technical assistance services could include one-on-one telephone or electronic mail conferences, small group technical assistance, and HIPAA technical assistance.
- 2.8 Provide (in group settings and individually) information to grantees and potential grantees ways to establish inclusive and results-based evaluation programs that assess:
 - 2.8.1 Program quality and results related to identified priority areas
 - 2.8.2 Success in serving and engaging the community
 - 2.8.3 Other measures such as efficiency, sustainability and parent satisfaction.
- 2.9 Assist Commission staff in transitioning to a computerized evaluation and reporting data system. Coordinate with the contractor responsible for this data collection system.
- 2.10 Analyze project and program data, emphasizing both performance and outcome data, and quantitative and qualitative data.

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- 2.10.1 Identify baseline data
- 2.10.2 Determine data gaps and assist grantees in collecting data to fill the gaps
- 2.10.3 Institute longitudinal tracking as appropriate
- 2.10.4 Provide recommendations for improving the methods of data collection, evaluation and/or reporting by the Commission.

2.11 Meet monthly with the Evaluation Leadership Team to:

2.12 Prepare monthly, quarterly, annual, and other reports to the Commission, the State Commission, funders and the community, to tell the story and successes of Proposition 10.

2.12.1 Reports must be made in compliance with the applicable reporting requirements of the Commission, State Commission and/or other funders.

2.12.2 Community reports must be presented in a way understandable to a variety of audiences.

2.12.3 Reports will include, but not be limited to, information such as:

- 2.12.3.1 Evaluation activities
- 2.12.3.2 Funded project measures and results
- 2.12.3.3 Case studies
- 2.12.3.4 Best and promising practices
- 2.12.3.5 Efficacy of Commission activities
- 2.12.3.6 Population level results.

3. Deliverables

All deliverables must be submitted to the Executive Director of the Commission in both hard copy and electronic formats. Deliverables are:

3.1 A workplan and timeline for all evaluation activities due 30 days after award of the contract.

3.2 A detailed, written plan for evaluation systems due five months after award of the contract.

3.3 Written monthly progress reports on evaluation activities due by the 15th of the month for the previous month. The information provided shall include all activities performed and how contract objectives have been met.

3.4 Quarterly progress reports of activities, program data and analysis due by the 30th day of the month following the end of the quarter.

3.5 Annual reports in compliance with State Commission and local Commission requirements due by the due dates required by each agency.

**SAN DIEGO COUNTY
CHILDREN AND FAMILIES COMMISSION
EVALUATION PLAN**

RESULTS 4 KIDS: NUMBERS AND STORIES

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“No numbers without stories; no stories without numbers¹.”

SUMMARY

The San Diego County Children and Families Commission and the community are mutually accountable to the children of San Diego County for effective use of Proposition 10 funds to achieve school readiness. Planning and evaluation are based on the results the Commission wishes to achieve, and all activities will aim at a single, over-arching result:

Every child in San Diego County will enter school physically, mentally, socially and developmentally ready to learn.

Measuring and clearly describing results will require both “numbers” and “stories.” Numbers will report about what can be counted, such as how many families are better off. The stories will give the rest of the picture, describing changes in families and communities.

Why do we evaluate? The Commission is required by law to account for its use of Proposition 10 funds. In addition, evaluation is fundamental to program quality, success and sustainability.

What principles will guide our evaluation? The Commission is committed to evaluation processes that are open, honest, simple and meaningful, and inclusive.

What will we evaluate? All dimensions of Proposition 10 activities will be evaluated, including funded programs, community-level results, community capacity building, and the Commission’s operations.

What methods will we use? The Commission, the community and experts will integrate results-based evaluation at all stages of planning, community involvement and funding. They will identify and collect credible, solid data and will balance numbers with stories.

How will we coordinate our evaluation efforts? The Commission will coordinate evaluation efforts with other governmental and non-governmental organizations. An evaluation team made up of members of the Commission, TPAC, the Civic Engagement Leadership Team and the community, will oversee and support this coordination.

How will we involve the community in evaluation? Ongoing community participation is essential. The Commission will ask the public to help set priorities for long-term and short-term activities, choose results and indicators, and assist with gathering data for evaluation.

How will we report our evaluation results? The Commission will report results to the State and county commissions, the community, potential partners, and child and family professionals.

What resources will we have to carry out our evaluation? The Commission will provide the leadership, staff, expert help and technology needed for high quality evaluation, and will use the assistance of other commissions and organizations.

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INTRODUCTION

The San Diego County Children and Families Commission and the community are mutually accountable to the children of San Diego County for effective use of Proposition 10 funds to achieve school readiness.

To make the best use of funds for the development of children from birth to age five, the Commission has adopted a results-based approach to guide its activities. This approach bases planning and evaluation on the results the Commission wishes to achieve. Results-based planning defines:

- **Results:** What conditions do we want to improve for children and families?
- **Indicators:** What can we measure that will show us whether conditions are improving?
- **Strategies:** What can we do that we think will work?
- **Measures:** What can we measure at the Commission and program level that will demonstrate whether our strategies are working? (See Appendix A for more detailed definitions)

The Commission will work to accomplish a single, over-arching result ...

Every child in San Diego County will enter school physically, mentally, socially and developmentally ready to learn.

This evaluation plan is a guide for the Commission, the community, and the experts who will work with them. It outlines the why, what and how of measuring the results of Proposition 10 activities.

Measuring and clearly describing results will require both “numbers” and “stories.” Numbers will report what can be counted: how many families are better off, or what percent improvement is shown in target areas such as health, child care or literacy. The stories will give the rest of the picture: why programs work, impacts on the lives of children and families, changes in the community, and new ways of doing government business.

WHY DO WE EVALUATE?

The Commission is required by law to account for its use of Proposition 10 funds. A well-designed evaluation plan, integrated into all levels of activity, will measure progress towards identified results and demonstrate the effectiveness of programs, services and best practices. In addition, evaluation is fundamental to many components of program quality, success and sustainability including:

- Identifying what is, or is not, working and what needs to change or improve
- Promoting an on-going culture of learning
- Providing information to support advocacy, planning, proposals, funding, partnerships and the institutionalization of successful strategies

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- Communicating with, involving and educating the community about the status of children and their value to the whole community
- Empowering the community for planning and decision-making

WHAT PRINCIPLES WILL GUIDE OUR EVALUATION?

The Commission is committed to open, honest evaluation processes that are:

- Ethical
- Equitable, answering questions for the community as well as politicians
- Comprehensive, measuring data on all families, not just the underserved
- Simple, easy to understand and meaningful to the community
- Affirmative, supporting learning and action, not punitive
- Credible and definitive, adequate for scholarly study and dissemination
- Collaborative, involving the input and perspectives of the community, funders, service providers and other agencies
- Culturally and linguistically competent, recognizing our unique communities
- Supportive of a shared sense of community and the welfare of the community's children
- Respectful of individual privacy and confidentiality

WHAT WILL WE EVALUATE?

All dimensions of Proposition 10 activities will be evaluated, including funded programs, community-level results, community capacity building, and the Commission's operations.

- Funded programs will be evaluated for program quality and results related to identified priority areas as well as for how they operate and engage the community. Commission staff will work with grantees to identify other appropriate evaluation measures such as program creativity and efficiency, sustainability, and parent satisfaction.
- It is expected that community-wide indicators will show community-level results only over the long term. However, indicators will be developed to measure incremental progress towards the vision of school readiness.
- Community capacity building, community engagement and meaningful involvement, and community awareness of Proposition 10 messages will be assessed. The degree to which programs and services are integrated into consumer-oriented systems can indicate progress in community engagement. More difficult to measure will be the development of shared values, trust, and sense of purpose of those involved in Proposition 10 activities.
- The Commission, in its varied roles, will be evaluated for:
 - Adherence to the values, mission, and operating principles outlined in the Strategic Plan
 - Progress shown towards community-level results
 - Leadership in coordinating, integrating and maximizing existing resources

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- Meaningful involvement of the community in all aspects of planning, implementation and evaluation
- Advocacy for legislation or policy to positively impact the lives of children and families
- Diversity and inclusiveness of the Commission, TPAC, Leadership Team, and staff
- Collaboration with other governmental and non-governmental groups for the benefit of children and families

WHAT METHODS WILL WE USE?

The Commission, community and experts will integrate results-based evaluation at all stages of planning, community involvement and funding. They will identify and collect credible, solid data, and will balance numbers with stories, using a variety of methods such as:

- Collaboratively (Commission, grantees, communities) choosing indicators that:
 - Are easy to understand
 - Use data that are easy to collect and track, preferably from existing data sources
 - Can be analyzed by county region, race/ethnicity, etc.
 - Take into account cultural and linguistic differences
- Establishing indicators and baselines for the community's various groups
- Using data from other County, community or state data gathering efforts
- Using state and school district indicators, data and standards
- Requiring selected standard input and outcomes data from grantees
- Gathering in-depth information about the status of families, using one-time focus groups or small community groups who meet regularly
- Surveying parents, kindergarten teachers, providers and other groups
- Interviewing key community members
- Providing communities with self-assessment tools
- Using community members to collect and report data on programs
- Supporting and advocating for long-term studies of groups and activities
- Mapping information on the Global Information System
- Using best practices from other counties

HOW WILL WE COORDINATE OUR EVALUATION EFFORTS?

The Commission will coordinate evaluation efforts with other governmental and non-governmental organizations. Locally, an Evaluation Leadership Team made up of members of the Commission, TPAC, the Civic Engagement Leadership Team and the community, will oversee and support this coordination.

- The Commission will advocate, especially through the California Children and Families Association, for coordination of County and State evaluation activities and development of a common database to maximize the comparability of data across counties. Where appropriate, data will be shared among neighboring counties, to better track population-level changes
- The Commission will collaborate with other data gathering efforts, such as the County Child

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and Family Health and Well-Being Report Card, the United Way Community Impact Survey, the Community Health Improvement Partners needs assessment, and the California WIC information system on pregnant and breastfeeding women and their infants.

- Commission-funded programs will contribute to the overall evaluation by participating in planning, developing common indicators, and reporting results.
- Local universities and other research institutions will be enlisted to assist with establishing criteria for the Request for Grant Applications process, analyzing and interpreting data, and defining community-level results.

HOW WILL WE INVOLVE THE COMMUNITY IN EVALUATION?

Ongoing community participation in planning and evaluation is essential. Each year, using the Strategic Plan as a framework, the Commission and its Technical and Professional Advisory Committee (TPAC) will ask the public to help set priorities for long-term and short-term activities to meet the overall result of school readiness. They will enlist the participation of a wide variety of community members, such as:

- Families, including military families
- Members of neighborhood collaboratives
- School personnel including teachers (especially kindergarten and preschool teachers), psychologists and others familiar with school readiness measures
- Seniors
- High school students
- Employers and other business persons
- Faith based organizations, associations, community/family resource centers

These community members will be reached through community conversations, open space forums, personal invitations of grantees, publicity and other engagement methods. They will directly assist with evaluation through activities such as:

- Choosing meaningful results, indicators and program performance measures
- Designing evaluation methods
- Coordinating with grantees to gather and report data in the community
- Meeting in small community groups to provide information about the status of families, providing data grounded in stories
- Participating on committees for special tasks
- Providing advice on methods for reporting evaluation information to the community

HOW WILL WE REPORT OUR EVALUATION RESULTS?

The Commission will share evaluation results to report successes and lessons learned, promote

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the vision of Proposition 10, and reinforce community involvement. Results will be reported to:

- The State commission and other county commissions at least annually
- The community, using accessible, meaningful methods such as video, a website and presentations
- Potential partners or funders, such as businesses, foundations and schools
- Child and family professionals, through reports in scholarly publications and community presentations
- Grantees and their parent organizations through methods such as agency newsletters
- The local media

WHAT RESOURCES WILL WE HAVE TO CARRY OUT OUR EVALUATION?

The Commission will provide the leadership, staff, expert help, and technology needed for high quality evaluation. Resources will include:

- An Evaluation Leadership Team, made up of members of the Commission, the TPAC, the Civic Engagement Leadership Team, grantees and the community. The team will seek and evaluate information on existing programs, community resources, community-wide measures and best practices. They will guide evaluation efforts, oversee coordination with other evaluation efforts, ensure community inclusion, and recommend improvements based on evaluation results.
- A staff Evaluation Coordinator to oversee project-level results and provide community organizations with technical assistance to develop evaluation skills
- Evaluation experts from universities and other research institutions to advise the evaluation team, assist with evaluation design and analysis, assess community-level results, and disseminate results
- Assistance from the State Commission, the California Children and Families Association, other counties, and the Results for Children Initiative
- An easy-to-use data system that can coordinate data from multiple sources
- Funding for engaging the community in evaluation planning, information gathering, and reporting of results

¹ *Our motto is based on Gary Orren's statement, "Never statistics without a story and never a story without statistics," in Persuasion: The Science and Art of Effective Influence, unpublished manuscript, August 2001.*

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Attachment 1 Pro Forma Contract**Appendix B****Results-Based Accountability***Definitions of Terms Used by the San Diego Children & Families Commission*

TERM	DEFINITION	SYNONYMS
Results	Results are the conditions of “well-being” that we want for our children, families and communities. Results are stated in language that is clear, concise and easy to understand. Examples include: “Children are born healthy,” and “Children are learning.”	Also known as... <ul style="list-style-type: none">• Outcomes• Goals
Indicators	Indicators are used to measure and monitor these conditions of “well-being.” They help us to see in measurable terms how we are doing in achieving the results we want. Indicators can be used at many levels. <i>Community level indicators</i> tell us how the community is doing. Examples include: <ul style="list-style-type: none">• percent of babies in the county born with low birthweight, and• rate of substantiated child abuse/neglect cases. <i>Commission performance measures</i> tell us whether the Commission is doing business in a way that will help us achieve the results we want. Examples include: <ul style="list-style-type: none">• public awareness of Prop 10 issues, and• number of parents actively participating on Leadership Teams. <i>Program performance measures</i> tell us how Commission funded programs are doing. Program measures can tell us how many children and families are served and whether they are better off because of the service. Examples include: <ul style="list-style-type: none">• the number of pregnant women participating in a given program, and• the percent of healthy births among program clients.	Also known as... <ul style="list-style-type: none">• Benchmarks• Milestones• Measures
Strategies	Strategies are the methods and services we use to achieve our desired results. Successful strategies will be based on our best thinking, good research and effective partnerships. Examples include: home visiting and training for early care and education providers.	

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EXHIBIT B

INSURANCE REQUIREMENTS

A. Required General Liability Insurance Coverage. Consultant shall procure either Comprehensive General Liability Insurance or Commercial General Liability Insurance in the amounts and form set forth below:

- (1) Comprehensive General Liability Insurance. A policy of Comprehensive General Liability Insurance with a combined single limit (CSL) per occurrence of not less than \$1,000,000 per occurrence;

OR

- (2) Commercial General Liability Insurance. A policy of Commercial General Liability Insurance which provides limits of not less than:

(a) Per Occurrence:	\$1,000,000
(b) General Aggregate:	\$2,000,000
(c) Products/Completed Operations:	\$1,000,000
(d) Personal & Advertising Injury limit:	\$1,000,000

For either type of insurance, deductibles shall be declared to and approved by the County's Risk Manager for the County of San Diego ("County"), acting on behalf of Commission.

- (3) Required General Liability Policy Coverage. Any general liability policy provided by Consultant hereunder shall include the following coverage:

- (a) Premises and Operations
- (b) Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be maintained for three (3) years following Acceptance of the work by the Commission.
- (c) Contractual Liability expressly including liability assumed under the Contract.
- (d) Independent Consultants' Liability

- (4) Additional Insured Endorsement. Any general liability policy provided by Consultant hereunder shall contain an endorsement which applies its coverage to Commission and County, the members of the Commission and the County Board of Supervisors and County officers, agents, employees and volunteers, individually and collectively, as additional insureds.

- (5) Primary Insurance Endorsement. The coverage afforded by the additional insured endorsement described above shall apply as primary insurance, and any other insurance maintained by the Commission or County, the members of the Commission or the County Board of Supervisors and Commission and County officers, agents, employees and volunteers, or any Commission or County self-funded program, shall be excess only and not contributing with such coverage.

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(6) Form of General Liability Insurance Policies. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Consultant of that part of the indemnity agreement contained in the Contract relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, County may require additional coverage to be purchased by Consultant to restore the required limits. Consultant may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

(7) Waiver of Subrogation. Consultant and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of liability insurance carried by Commission or Consultant, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Consultant hereunder shall be a standard waiver of rights of subrogation against Commission by the insurance company issuing said policy or policies.

B. Professional Errors and Omissions Liability Insurance. Consultant providing and/or engaging the services of any type of professional, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, shall obtain professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) per claim, with an aggregate limit of not less than two million dollars (\$2,000,000). If this policy contains a self retained limit, it shall not be greater than ten thousand Dollars (\$10,000) per occurrence/event; if the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, Commission may require additional coverage to be purchased by Consultant to restore the required limits. The policy shall include limited contractual liability coverage. This coverage shall be maintained for a minimum of two (2) years following termination or completion of Consultant's work pursuant to the Contract.

C Comprehensive Automobile Liability Insurance. Consultant shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned, occurring during the policy term, in the amount of not less than one million dollars (\$1,000,000), combined single limit per occurrence, applicable to all owned, non-owned and hired vehicles. This coverage shall include contractual liability.

D Statutory Workers' Compensation and Employer's Liability Insurance. Unless the Consultant is a sole proprietorship, Consultant shall maintain a policy of California Workers' Compensation coverage in statutory amount and Employer's Liability coverage for no less than one million dollars (\$1,000,000) per occurrence for all employees of Consultant engaged in services or operations under the Contract. Coverage shall include the following endorsements, copies of which shall be provided to the Commission Grant Administrator:

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- (1) Broad Form All-States Endorsement;
- (2) Waiver of Subrogation Endorsement.

E SubConsultants' Insurance. Consultant shall make certain that any and all subConsultants hired by Consultant are insured to current industry standards for form and limits. If any subConsultant's coverage does not comply with the foregoing provisions, Consultant shall indemnify and hold Commission harmless of and from any damage, loss, cost, or expense, including attorneys' fees, incurred by Commission as a result thereof. Consultant shall include subConsultants under its policies or shall furnish separate certificates of insurance and endorsements for each subConsultant.

F. General Provisions.

- (1) Evidence of Insurance. Consultant shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to Commission certified copies of the policies of insurance required hereunder, together with appropriate separate endorsements thereto, evidencing that Consultant has obtained such coverage for the period of the Contract. Consultant shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to Commission within thirty (30) days prior to the expiration of the term of any policy required herein. Consultant shall permit Commission at all reasonable times to inspect any policies of insurance of Consultant that Consultant has not delivered to Commission.
- (2) Claims Made Coverage. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - (a) The policy retroactive date coincides with or precedes Consultant's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - (b) Consultant will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - (c) If insurance is terminated for any reason, Consultant shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - (d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- (3) Failure to Obtain or Maintain Insurance; County's Remedies. Consultant's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and Commission may, at its option, terminate the Contract for any such default by Consultant.

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- (4) No Limitation of Obligations. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Consultant, and any approval of said insurance by the Commission or its insurance Consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.
- (5) Notice of Cancellation or Change of Coverage. All certificates of insurance provided by Consultant must evidence that the insurer providing the policy will give Commission thirty (30) days' written notice, at the address shown in the section of the Contract entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.
- (6) Qualifying Insurers. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved in writing by County's Risk Manager, acting on behalf of the Commission.
- (7) Review of Coverage. Commission shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require Consultant to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- (8) Self-Insurance. Consultant may, with the prior written consent of County's Risk Manager, acting on behalf of the Commission, fulfill some or all of the insurance requirements contained in the Contract under a plan of self-insurance. Consultant shall only be permitted to utilize such self-insurance, however, if, in the opinion of County's Risk Manager, Consultant's (i) net worth, and (ii) reserves for payment of claims of liability against Consultant, are sufficient to adequately compensate for the lack of other insurance coverage required by the Contract. Consultant's utilization of self-insurance shall not in any way limit liabilities assumed by Consultant under the contract. In the event the County's risk Manager, acting on behalf of the Commission, expressly consents to Consultant's self-insurance program, Consultant shall promptly assume full responsibility for the defense of any and all Claims (as defined in the Indemnity Provision of the Terms and Conditions) against Commission upon receipt of notification of any such claim by Commission.

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EXHIBIT C

(Insert approved budget here per the budget format and instructions below.)

LINE ITEM	DOLLAR AMOUNT
1. Personnel	
a. Total full-time personnel	
b. Total part-time personnel	
Fringe Benefits	
Sub-total: Personnel	
2. Services/Supplies	
a. Rent	
b. Office Supplies	
c. Utilities	
d. Printing/Copying	
e. Meeting amenities	
f. Transportation	
g. Equipment	
h. Sub consultants	
Sub-total: Services/Supplies	
3. Overhead	
TOTAL BUDGET	

Budget Instructions:

Personnel. Specify total staff to be included in the project/program, and the total dollar amount of the fringe benefits.

Services and Supplies. Itemize line items that are appropriate to support the work of the contract. Items such as rent, office supplies, mileage, utilities, printing or copying or other applicable items should be included. Sub-contractors/consultants are to be listed in this section.

Overhead Costs. The allowable overhead rate is up to 15 percent of personnel and benefits only. Federally approved indirect cost rates will not be considered for this contract.

Purchase of Equipment. If equipment is purchased, title will vest with the contractor.

Mileage Reimbursement. The reimbursement rate for mileage is 36.5 cents per mile.

Detail of the Project Budget. It is crucial that the itemized project budget include enough detail so that it is understood how each line item cost supports the work of the contract.

Budget Narrative. Provide a brief narrative explanation of how all budget figures and line items were derived, a simple justification of expenses, and how the budget relates back to the contract. For example: an

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explanation of who the subcontractor is, dollar amount for that subcontractor, and why the subcontractor is being used. The budget narrative should also include enough detail to understand how each cost supports the work of the project.

Technical Assistance Rate Sheet. Submit a listing of billing rates (not included as a part of this proposal bid or budget) depicting the costs of providing technical assistance services to Commission grantees.

COMMISSION BILLING GUIDELINES

Consultant's monthly invoices must follow these guidelines. Invoices less than five hundred dollars (\$500) should be carried over to the subsequent month.

A. Time Charges. Time charges must be set forth in increments of one tenth or an hour (.10). The time entered must be the actual time expended on each function. Block billing, which groups functions together, must not be used, unless the total time incurred is one tenth of an hour or less. Commission will not accept nor pay for standardized charges.

B. Activity Descriptions. Generic and general activity descriptions are not acceptable and will not be reimbursed in the absence of further information. All activities must be identified in detail in the billing statement. For example, when billing for telephone conversations, specifically describe the parties and purpose of the telephone call. All correspondence, contracts and other documents reviewed must be distinctly identified. Examples:

Incorrect

Telephone call.

Review agreement.

Correct

Telephone call to _____ re:

Review _____ agreement.

C. Task Identification and Budget Accounting All invoices must identify the Task in Consultant's Project Budget against which the charges should be entered, the total amount billed against that Task for that month, and the amount remaining for that Task in the Project Budget. Consultant shall not submit billings for any Task which would cause the total amount billed for that Task to exceed the amount shown therefore in the then-current Project Budget, unless and until Consultant shall have submitted and Commission has approved a revised Project Budget which raises the total amount which may be billed for such Task.

D. Hourly Rates Any requests for changes to hourly rates or to the billing agreement that vary from those previously authorized must be approved in advance by the Commission Representative in writing. No annual increase of Consultant's hourly rates shall be permitted.

E. Clerical/Secretarial/Administrative Functions Commission only pays for professional services. Commission does not pay for clerical services, secretarial, or administrative functions, including word processing, filing or indexing, whether performed by attorneys, paralegals of non-professional staff. Time or expenses incurred in preparing invoices or negotiating billing questions are also non-compensable.

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I. Reimbursement of Allowable Expenses The Commission shall reimburse Consultant for actual, necessary, and reasonable out-of-pocket expenses in accordance with the guidelines set forth below. An itemized breakdown of actual expenses must be provided. All expenses must be claimed for reimbursement at cost and must not include mark-ups by the firm. Allowable routine expenses incurred should be paid directly by the law firm and then claimed for reimbursement. All expenses submitted for reimbursement must be fully described. Commission will not accept any "miscellaneous" expense items. Commission may require supporting documentation for any expenses. The following guidelines should be followed with regard to specific expense items:

1. Photocopies

In-house photocopying should be charged at actual cost.

2. Local/Long Distance Travel

Commission will pay for travel time at the firm's agreed rate only for the actual time services are performed for Commission during the travel.

3. Air Travel

All air travel will be reimbursed at economy or coach class fares. The actual receipt from the airline ticket shall be made available upon request. Air travel arrangements should be made as early as possible to avoid higher fares.

4. Hotels

Consultant will be reimbursed for hotel accommodations in San Diego at the approved government rate.

5. Meals

Commission will not provide reimbursement for the expense of food or drink incurred in connection with the services provided pursuant to this Contract.

6. Telephone

Actual long distance telephone charges will be accepted for reimbursement. The statement must indicate the date of the telephone call, the telephone number called, and the total cost.

7. Facsimile Charges

Facsimile charges, with the exception of actually incurred long distance telephone charges, are considered part of normal overhead and will not be accepted for reimbursement.

8. Messenger/Courier/Delivery/Express/Overnight Mail Services

The use of expedited delivery services is discouraged and will be reimbursed only if its use is determined to be absolutely necessary or requested by Commission.

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10. Database/Data Entry/Document Imaging Charges

Prior approval must be obtained from the Contracting Officer before incurring any charges for the preparation, maintenance, data entry, imaging, programming and document input (included imaging charges) of file material to a database or document management system. If approved, Commission will pay for the cost of these tasks at an agreed upon clerical rate.

11. Additional Non-reimbursable Expenses

Commission will not reimburse the following costs as these expenses are considered part of normal overhead:

- a) Clerical or secretarial salaries or overtime compensation;
- b) Word processing charges;
- c) Office supplies;
- d) Postage;
- e) Entertainment or personal expenses;
- f) Commuting expense to or from work for firm personnel;
- g) Heating, air conditioning, utility charges; or
- h) In-house conference room charges.

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EXHIBIT D
CONFLICT OF INTEREST DECLARATION

The California Political Reform Act (Government Code section 81000 - 91015) (the "Act") provides that individuals who, under contract, provide information, advice, recommendation or counsel to a local government agency are deemed to be "public officials" subject to the conflict-of-interest provisions of the Act. In the opinion of County Counsel, individuals performing the services contemplated under the Agreement on behalf of Consultant will be deemed to be public officials for purposes of the Act.

Section 87100 of the Act prohibits public officials from participating in making, or in any way attempting to use their position to influence, a governmental decision in which they know, or have reason to know, that they have a direct or indirect financial interest. For purposes of the Act, a public official has a financial interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect on:

1. Any business entity in which the public official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
2. Any real property in which the public official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
3. Any source of income (with certain exceptions) aggregating two hundred and fifty dollars (\$250) or more in value received or promised to be received within twelve (12) months prior to the time when the decision is made.
4. Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.
5. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred and fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within twelve (12) months prior to the time that the decision is made.

For purposes of applying these criteria, the term "indirect investment or interest" means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse and dependent children own directly indirectly, or beneficially, a 10 percent interest or greater.

I hereby acknowledge that I have read and understand the above and certify that any work to be performed by me on the project identified below will not constitute a conflict of interest under the Act.

PROJECT NAME: _____

[To be signed by all individuals performing the services contemplated under the Agreement on behalf of Consultant]

Name: _____

Date: _____
